

This agreement, made this 18th day of May, 1948,
by and between Illinois Power Company, a corporation of the State
of Illinois, hereinafter called the "Electric Company," party of
the first part, and ILLINOIS BELL TELEPHONE COMPANY, a corporation
of the State of Illinois, hereinafter called the "Telephone Company,"
party of the second part.

WITNESSETH:

WHEREAS, the Electric Company and the Telephone Company de-
sire to cooperate in accordance with the "Principles and Practices
for the Joint Use of Wood Poles by Supply and Communication Com-
panies" issued July 9, 1945, by the Joint General Committee of
Edison Electric Institute and Bell Telephone System, and to es-
tablish joint use of their respective poles when and where joint
use shall be of mutual advantage; and

✓ WHEREAS, the conditions determining the necessity or de-
sirability of joint use depend upon the service requirements to
be met by both parties, including considerations of ^{eff}safety and
economy, and each of them should be the judge of what the charac-
ter of its circuits should be to meet its service requirements and
as to whether or not these service requirements can be properly
met by the joint use of poles.

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NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this agreement, the following terms when used herein, shall have the following meanings:

STANDARD SPACE is the following described space on a joint pole for the exclusive use of each party, respectively, except that certain of each party's attachments, described in the specifications mentioned in Article VI, may be located in space reserved for the other party in accordance with the said specifications:

- (1) for the Electric Company, the uppermost four (4) feet, measured from the top of the pole.
- (2) for the Telephone Company, a space of three (3) feet and eight (8) inches at a sufficient distance below the space of the Electric Company to provide at all times the minimum clearance required by the specifications referred to in Article VI.

The foregoing definitions are not intended to preclude assignment of space in excess of standard space, by agreement between the parties hereto, to either or both parties provided the clearances required of both parties by the specifications mentioned in Article VI can be maintained.

STANDARD JOINT POLE means a pole which is just tall enough to provide standard space for the respective parties as aforesaid. Specifically, a standard joint pole under this agreement shall be a thirty-five (35) foot, class five (5) western red cedar (butt treated) or creosoted yellow pine pole. Corresponding poles of other wood mutually acceptable to both parties may be substituted when required.

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ARTICLE II

SCOPE OF AGREEMENT

This agreement shall be in effect in the following described territory: In all areas in the State of Illinois in which the Illinois Commerce Commission has authorized both Illinois Power Company and Illinois Bell Telephone Company to operate, and shall cover all wood poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided. Each party reserves the right to exclude from joint use (1) poles which, in the Owner's judgment are necessary for its own sole use; (2) poles which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and (3) poles upon which the Owner has conferred upon others rights or privileges to use by contract or otherwise prior to receipt of applications for space as hereinafter provided.

ARTICLE III

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS.

(a) Whenever either party desires to reserve space on any pole of the other, for any attachments requiring space thereon, not then specifically reserved hereunder for its use, it shall make written application therefor, specifying in such notice the location of the pole in question, and the number and kind of attachments which it desires to place thereon and the character of the circuits to be used. Within ten (10) days after the receipt of such notice the Owner shall notify the Applicant in writing, whether

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or not said pole is of those excluded from joint use under the provisions of Article II. Upon receipt of notice from the Owner that said pole is not of those excluded, and after the completion of any transferring or rearranging which is then required in respect to attachments on said poles, including any necessary pole replacements as provided in Article IV (a), the Applicant shall have the right as licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this agreement.

(b) Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments (including any tree trimming or cutting incidental thereto) at its own expense and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

NO
TRANSFER
CHARGE

ARTICLE IV

ERECTING, REPLACING, OR RELOCATING POLES

(a) Whenever any jointly used pole, or any pole about to be so used under the provisions of this agreement, is insufficient in size or strength for the existing attachments and for the proposed

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immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

(b) Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal or other governmental requirement, or the requirements of a property owner, the Owner shall, before making such change in location, give notice thereof in writing (except in cases of emergency when verbal notice will be given, and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed relocation, and the Licensee shall, at the time so specified, transfer its attachment to the pole at the new location.

(c) Whenever either party hereto is about to erect new poles within the territory covered by this agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing at least thirty (30) days before beginning the work (shorter notice, including verbal notice subsequently confirmed in writing, may be given in case of emergency) and shall submit with such notice its plans showing the proposed location and character of the new poles and the character of circuits it will use thereon. The other party shall, within ten (10) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating

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whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the new poles and if the character and number of circuits and attachments are such that the Owner does not wish to exclude the poles from joint use under the provisions of Article II, then poles suitable for the said joint use shall be erected in accordance with the provisions of paragraphs (d) and (e) of this Article.

(d) In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the ownership of such poles shall be determined by mutual agreement, to the end that each party hereto shall at all times own approximately one-half (1/2) the total number of poles jointly used under this agreement, due regard being given to the desirability of avoiding mixing ownership in any given line. Upon request, one party may set the poles for the other party, and bill such other party. In the event of disagreement, as to ownership, the party then owning the smaller number of joint poles under this agreement, shall erect the new joint poles and be the owner thereof.

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(c) The costs of erecting new joint poles coming under this agreement, either as new pole lines, as extensions of existing pole lines or to replace existing poles, shall be borne by the parties as follows:

1. A standard joint pole, or a joint pole shorter or smaller than the standard, shall be erected at the sole expense of the Owner.

2. A pole taller than the standard, the extra height of which is due wholly to the Owner's requirements shall be erected at the sole expense of the Owner.

3. In the case of a pole taller than the standard, the extra height of which is due wholly to the Licensee's requirements, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard joint pole, the rest of the cost of erecting such pole to be borne by the Owner.

4. In the case of a pole taller than the standard, the extra height of which is due to the requirements of both parties, the Licensee shall pay to the Owner a sum equal to one-half ($\frac{1}{2}$) the difference between the cost in place of such pole and the cost in place of a standard joint pole, the rest of the cost of erecting such pole to be borne by the Owner.

5. In the case of a pole taller than the standard, where a height in addition to that needed for the purpose of either or both of the parties hereto is necessary in order to meet the requirements of public authority or of property owners, one-half ($\frac{1}{2}$) of the excess cost of such pole due to such requirements shall be borne by

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the Licensee; the rest of the cost of such pole to be borne as provided in that one of the preceding paragraphs, 1, 2, 3, or 4, within which it would otherwise properly fall.

(f) In any case where a pole is erected hereunder to replace another pole solely because such other pole is not tall enough to provide adequately for the Licensee's requirements, and where such other pole, whether it carry space reserved for the Licensee's use or not, had at the time of its erection, been pronounced by the Licensee as satisfactory and adequate for its requirements, the Licensee shall, upon erection of the new pole, pay to the Owner, in addition to any amounts payable by the Licensee under paragraphs 3, 4 or 5 of Section (c) of this Article, a sum equal to the then value in place of the pole which is replaced and the pole removed shall thereupon become the property of the Licensee.

(g) Any payments made by the Licensee under the foregoing provisions of this Article for poles taller than standard shall be in lieu of increased rentals and shall not in any way affect the ownership of said pole.

(h) When replacing a jointly used pole carrying terminals of aerial cable, underground connections or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary to set it in a different location.

ARTICLE V

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give sixty (60) days notice to the other party of such contemplated change and in

*Bill PL. on poles
around 1950 or thereabouts*

Licensee: Pole is not owned & kept by Licensee

*note
Pole is not
an object*

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the event that the party agrees to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the attached specifications hereinafter referred to as Exhibit "A" for the character of circuits involved. In event, however, that the other party fails within thirty (30) days from receipt of such notice to agree in writing to such change then both parties shall cooperate in accordance with the following plan:

- (1) The parties hereto shall determine the most practical and economical method of effectively providing for separate lines and the party whose circuits are to be moved shall promptly carry out the necessary work.
- (2) The net cost of re-establishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use at the time such change was decided upon, shall be equitably apportioned between the parties hereto. In event of disagreement as to what constitutes an equitable apportionment of such cost, the licensee shall bear the said net costs.

Unless otherwise agreed by the parties, ownership of any new line constructed under the foregoing provision in a new location shall vest in the party for whose use it is constructed. The net cost of establishing service in the new location shall be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include among other items the cost of the new pole line including rights of way, the cost of removing attachments from the old poles to the new location and the cost of placing the attachments on the poles in the new location.

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ARTICLE VI

SPECIFICATIONS

Except as otherwise provided in Section (b) of Article VIII, and except as may be otherwise required by lawful governmental authority, the joint use of the poles covered by this agreement shall at all times be in conformity with the terms and provisions of the attached specifications marked Exhibit "A" and hereby made a part hereof.

ARTICLE VII

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

No guarantee is given by the Owner of permission from property owners, municipalities or others for the use of its poles by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time upon ninety (90) days notice in writing to the Licensee, require the Licensee to remove its attachments from the poles involved, and the Licensee shall, within ninety (90) days after receipt of said notice, remove its attachments from such poles at its sole expense. Should the Licensee fail to remove its attachments as herein provided, the Owner may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall, at its own expense, maintain its joint poles in a safe and serviceable condition, and in accordance with the attached specifications marked Exhibit "A" and shall replace, subject to the provisions of Article IV, such said poles

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as become defective. Except as otherwise provided in Section (b) of this Article, each party shall, at its own expense, at all times maintain all of its attachments in accordance with said specifications marked Exhibit "A" and keep them in safe condition and in thorough repair.

(b) Any existing joint use construction of the parties hereto which does not conform to the said specifications shall be brought into conformity therewith as follows:

Within one year from the date of this agreement, ten per cent (10%) of the poles involved in such existing joint use construction, and the attachments on said poles, and thereafter fifteen per cent (15%) per annum shall be brought into conformity with said specifications.

(c) When such existing joint use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Section (a) of this Article.

(d) The cost of bringing such existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Section (b) of Article III and Section (e) of Article IV.


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ARTICLE IX

ABANDONMENT OF JOINTLY USED POLES

(a) If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole, but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, costs, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or any attachments thereon; and shall pay the Owner a sum equal to the then value in place of such abandoned pole or poles or such other equitable sum as may be agreed upon between the parties. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article IV (c) when the pole was originally set. The Owner shall remain liable, and the obligation of the Licensee to indemnify and save the Owner harmless (as provided in this paragraph) shall not arise, until the Owner has removed all of its attachments from such pole.

(b) The Licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the Owner and by removing therefrom any and all attachments it may have thereon.



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The Licensee shall in such case pay to the Owner the full rental for said pole for the then current year.

ARTICLE X

RENTALS

The Licensee shall pay to the Owner as rental for the use of each and every pole, which is occupied by or specifically reserved at the Licensee's request for the attachments of the Licensee, Three (\$3.00) Dollars per pole per annum.

No rental shall be paid by the Licensee, for the use of any pole of the Owner, where such use consists only in attaching guys thereto, or in attaching thereto wires or cables of the Licensee for the purpose of providing clearance between the pole and such wires or cables, and not for the purpose of supporting the said wires or cables.

Rental payments hereunder shall cover rentals accruing during each twelve months' period beginning January 1 and ending the following December 31, and shall be based upon the number of poles which have been occupied, or on which space has been reserved, during any part or all of said twelve months' period.

In lieu of field checks, each Agreement shall show the total number of each company's poles in use by the other, together with the amount of accrued rentals. In case the Licensee removes its attachments from any pole during such twelve months' period, such removal shall be shown specifically upon an Agreement which shall show thereon a change in the total number of poles in use and a reduction in accrued rentals due to such removal. Within thirty days next

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following the end of each twelve months' period, each party shall submit a written statement to the other, showing the number of poles on which space was occupied by or reserved for the other party during such twelve months' period or any part thereof as shown by the last executed Agreement in said twelve months' period, and all Agreements showing poles abandoned during said twelve months' period, and upon receipt of such statements the party which shall have used the lesser number of poles of the other party during said twelve months' period, regardless of the length of time of use, shall bill the other party for the amount represented by the difference, which amount shall be paid within thirty days after receipt of said statement.

ARTICLE XI

PERIODICAL READJUSTMENT OF RENTALS

At the expiration of three (3) years from the date of this agreement, and at the end of every three (3) year period thereafter, the rental per pole per annum thereafter payable hereunder shall be subject to readjustment at the request of either party, made in writing to the other not later than sixty (60) days before the end of any such three (3) year period. If within sixty (60) days after the receipt of such a request by either party from the other, the parties hereto shall fail to agree upon a readjustment of such rental, then the rental per pole per annum so to be paid shall be an amount equal to one-half (1/2) of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by this Agreement. In case of a readjustment of rentals as herein provided, the new rentals shall be payable until again readjusted.

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ARTICLE XIIDEFAULTS

If either party shall make default in any of its obligations under this contract and such default continue thirty (30) days after notice thereof in writing from the other party, all rights of the party in default hereunder shall be suspended, including its right to occupy jointly used poles, and if such default shall continue for a period of thirty (30) days after such suspension, the other party hereunder may forthwith terminate this agreement as far as concerns future granting of joint use.

If either party shall make default in the performance of any work which it is obligated to do under this contract at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within thirty (30) days upon presentation of bills therefor shall, at the election of the other party, constitute a default under the first clause of this Article.

*of the
and
agreement*

ARTICLE XIIILIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages

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as between the parties hereto, shall be as follows:

1. Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications herein provided for; provided that construction temporarily exempted from the application of said specifications under the provisions of Section (b) of Article VIII shall not be deemed to be in violation of said specifications during the period of such exemption.

2. Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

3. Each party shall be liable for one-half ($\frac{1}{2}$) of all damages for such injuries to persons other than employees of either party, and for one-half ($\frac{1}{2}$) of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

4. Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee

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by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding paragraphs numbered 1 and 2 and shall be paid by the parties hereto accordingly.

5. All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half ($\frac{1}{2}$) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

6. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XIV

EXISTING RIGHTS OF OTHER PARTIES

If either of the parties hereto has, prior to the execution of this agreement, conferred upon others, not parties to

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this agreement, by contract or otherwise, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges; it being expressly understood, however, that for the purpose of this agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Where municipal regulations require either party to allow the use of its poles for fire alarm, police or other like signal systems such use shall be permitted under the terms of this Article.

ARTICLE XV

SERVICE OF NOTICES

Wherever in this agreement notice is provided to be given by either party hereto to the others such notice shall be in writing and given by letter mailed, or by personal delivery, to the Electric Company at its office at 134 East Main Street, Decatur, Illinois, or to the Telephone Company at its office at 212 West Washington Street, Chicago, Illinois, as the case may be, or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XVI

TERM OF AGREEMENT

Subject to the provisions of Article XII herein, this agreement may be terminated, sofar as concerns further granting

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of joint use by either party, after the first day of January 1953, upon one (1) year's notice in writing to the other party; provided, that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination, this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XVII

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of such lease, transfer, merger, or consolidation its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further,

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that subject to all of the terms and conditions of this agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVIII

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX

EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles upon a rental and a joint ownership basis within the territory covered by this agreement are, by mutual consent, hereby abrogated and annulled, but such agreements shall

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continue in force with regard to all poles in which joint use or joint ownership was established before such termination, and the rights and obligations of the parties in all such poles shall continue after such termination to be governed by such agreements until modified by mutual consent, abandoned or brought under the terms of this agreement.

This agreement is entered into by Illinois Bell Telephone Company under authority of the Illinois Commerce Commission in Order No. 21420, and is subject to, the terms and provisions of this order.

This agreement is entered into by Illinois Power Company subject to the approval of the Illinois Commerce Commission as provided by law.

ARTICLE XX

SUPPLEMENTAL AGREEMENTS

Subject to all of the terms and conditions of this agreement, the parties hereto may if they mutually agree, from time to time in the interest of economy, enter into agreements, supplemental to this agreement, which may provide for the operating routines to be followed in the application of this agreement. Such supplemental agreements may be signed by the Assistant Vice President for the Electric Company and by the Division Plant Superintendent for the Telephone Company, or by such other representatives or agents thereunto duly authorized.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

Attest:

ILLINOIS POWER COMPANY,

(Signed)

(Signed)

K. F. BADER
Secretary.

By ALLEN VAN WYCK
President.

Attest:

ILLINOIS BELL TELEPHONE COMPANY,

(Signed)

(Signed)

F. BROWN
Secretary.

By W. V. KAHLER
Vice President.

THIS AGREEMENT, made this 18th day of May, 1948,
by and between ILLINOIS POWER COMPANY, a corporation of the State of
Illinois, hereinafter called the "Electric Company", party of the first
part, and ILLINOIS BELL TELEPHONE COMPANY, a corporation of the State
of Illinois, hereinafter called the "Telephone Company", party of the
second part,

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an agreement dated
May 18, 1948, hereinafter called the "General Agreement",
providing for the joint use of poles in certain portions of the State of
Illinois in which both of said parties are now operating, and

WHEREAS, Article XX of the General Agreement provides that the
parties hereto may, by mutual agreement, enter into agreements, supple-
mental to the General Agreement, setting forth operating routines and
practices to be followed in the application of said agreement, and

WHEREAS, it is the desire of the parties hereto to enter into an
agreement setting forth operating routines and practices supplemental to
the General Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein
contained, the parties hereto agree each with the other as follows:

FIRST: Joint Pole Rental Agreement Forms similar to Exhibits
"A" and "B" attached hereto and made a part hereof, shall be used by the
Telephone Company and the Electric Company, respectively, for the
following purposes under the provisions of the General Agreement:

- (a) Applications for joint use of poles, involving
reservation of either initial or additional space.
- (b) Notifications by Licensee of intention to discontinue joint
use of poles.

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(c) Notifications by Owner of intention to abandon to Licensee poles used jointly.

(d) Agreements to consummate or terminate joint use arrangements covered in items (a), (b), and (c) of this Article.

SECOND: The Telephone Company, for convenience and uniformity, will number all Joint Pole Rental Agreements and will add to said agreements perpetual inventory and accrued rental data prior to execution of said agreements. All agreements covering poles within a town and its surrounding territory shall be numbered consecutively, using the name of the town as a prefix, as for example, Decatur-121.

THIRD: The symbols and abbreviations shown and defined in Exhibit "C", attached hereto and made a part hereof, shall be used in the preparation of applications, notifications and agreements on forms similar to Exhibits "A" and "B" to illustrate ownership of poles and the use thereof being made or proposed by the Licensee. Other symbols and abbreviations, not shown in Exhibit "C", may be used when necessary for such purposes as to show present and proposed equipment and facilities of either party, provided such symbols are adequately defined and do not conflict with or duplicate symbols and abbreviations shown in Exhibit "C".

FOURTH: To facilitate billing between the parties hereto under provisions of Articles IV and IX of the General Agreement, the prices shown in Exhibits "D", "E", and "F", attached hereto and made a part hereof, shall be used in billing for the various operations of plant construction, removal and salvage, transferring and rearranging as indicated therein, subject to the following:

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(a) The "then value" of a pole in place, except in those cases covered in Item (b) of this Article, shall be the price in place shown in Exhibit "D" for a pole of similar length and class, less an amount equal to four per cent (4%) of such price, multiplied by the number of years the pole has been in place, provided, however, that the amount so deducted shall in no event exceed eighty-eight per cent (88%) of such price in place.

(b) The "then value" to the Licensee of a pole in place to be abandoned by the Owner to the Licensee shall be the price in place shown in Exhibit "D" for a pole of a length and class necessary to meet the Licensee's requirements at that location, less an amount equal to four per cent (4%) of such price, multiplied by the number of years the pole has been in place, provided, however, that the amount so deducted shall in no event exceed eighty-eight per cent (88%) of such price in place.

(c) The salvage value of a pole shall be the price shown in Exhibit "E" for a pole of similar length in stock, less an amount equal to five per cent (5%) of such price, multiplied by the number of years the pole has been in place, provided, however, that no salvage value shall be allowed for any pole which has been in place more than fifteen (15) years.

(d) In determining the number of years a pole has been in place for the purposes of preceding Items (a), (b) and (c) of this Article, there shall be used as a basis the year the pole was placed as shown on the Owner's pole records, or, if such record data are not maintained by the Owner, the year stamped or branded on the pole shall be so used.

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typing in the name and address of the party signing the original grant. The original grant will be retained by the party obtaining the right of way.

(b) Where one party owns existing poles on private right of way and no rights were obtained for the other party at the time the poles were erected, the party desiring to place the attachments on such existing poles will be required to obtain the necessary rights, for so doing from the property owner. In the event the party owning such existing poles does not have a right of way, the procedure to be followed in obtaining a right of way shall be determined by mutual agreement.

SIXTH: It is agreed that in locations where the Owner has existing poles located upon the premises of a proposed customer or subscriber of the Licensee, and under the Licensee's rate schedules the proposed customer or subscriber would be required to pay for and own any portion or all of such poles as would be required to extend the lines of the Licensee to the point where service is to be rendered; the Licensee may use such poles of the Owner, under the terms of the General Agreement, except that the annual rental for such use shall be reduced to twenty-five cents (\$.25) per contact per pole, and with the understanding that the Owner will not be required to bear any portion of the expenses which may be necessary to rearrange its facilities or to provide the necessary clearances as provided for in the General Agreement. A separate series of agreements (Exhibits "A" and "B") with numbers bearing the prefix R/W, and with a separate inventory of charges thereon shall be executed covering all such use, and separate annual billing shall be rendered for the

- 6 -

rental charges so accrued.

SEVENTH: This Supplemental Agreement terminates and supersedes all previous Supplemental Agreements, if any, heretofore entered into covering the foregoing terms and conditions, and shall remain in full force and effect until superseded by a later supplement, or until terminated by mutual agreement of the parties hereto.

EIGHTH: This agreement is entered into by Illinois Bell Telephone Company under authority of the Illinois Commerce Commission in Order No. 21420, and is subject to, the terms and provisions of this order.

This agreement is entered into by Illinois Power Company subject to the approval of the Illinois Commerce Commission as provided by law.

Executed in accordance with the provisions of Article XX of the General Agreement dated MAY 18 1948 between the parties hereto for their respective companies by

ILLINOIS POWER COMPANY,

(signed)

By ALLEN VAN TYCK
President.

ILLINOIS BELL TELEPHONE COMPANY

(Signed)

By V. O. SKINNER
Division Plant Superintendent.

By _____

ILLINOIS POWER COMPANY
ILLINOIS BELL TELEPHONE COMPANY
JOINT POLE RENTAL AGREEMENT

AGREEMENT NO. _____

CITY _____	TWP. _____	K SEC. _____	DATE _____
EXCH. _____	DIST. _____	POLE REC. _____	FIELD ENGINEER _____
SCHOOL _____	POLE REC. _____	FIELD ENGINEER _____	
DIST. NO. _____	SHEET NO. _____	FIELD ENGINEER _____	
	WORK _____	FIELD ENGINEER _____	
	ORD. NO. _____	FIELD ENGINEER _____	
Field Engineer _____		Field Engineer _____	

THIS AGREEMENT CANCELS AGREEMENT NO. _____

DATED _____

REASON FOR ATTACHMENTS:

NUMBER AND TYPE OF ATTACHMENTS COVERED BY THIS AGREEMENT:

Exhibit "B"

The parties hereto agree that the above described property is hereby brought under and shall be subject to all of the terms and provisions of the agreement dated _____ between the parties hereto, covering joint use of poles; and further agree to pay the net amount of bill shown on the reverse side hereof.

Accepted

Accepted

ILLINOIS BELL TELEPHONE COMPANY

ILLINOIS POWER COMPANY

(Electric Company)

By _____

By _____

District Plant Engineer


Date _____

Date _____

EXHIBIT "C"

- + = Existing Electric Company pole, Telephone Company has no attachments.
- +_e = Existing Electric Company pole, Telephone Company now renting.
- +_u = Existing Electric Company pole, Telephone Company to remove contacts.
- +_r = Existing Electric Company pole, Telephone Company to rent.
- +_c = Existing Electric Company pole, Telephone Company to contact for clearance purposes only.
- +_{cc} = Existing Electric Company pole, Telephone Company now contacting for clearance purposes only.
- +_g = Existing Electric Company pole, Telephone Company to contact for guying purposes only.
- + = Proposed Electric Company pole, Telephone Company to have no attachments.
- +_r = Proposed Electric Company pole, Telephone Company to rent.
- +_c = Proposed Electric Company pole, Telephone Company to contact for clearance purposes only.
- +_g = Proposed Electric Company pole, Telephone Company to contact for guying purposes only.
- = Existing Telephone Company pole, Electric Company has no attachments.
- _e = Existing Telephone Company pole, Electric Company now renting.
- _u = Existing Telephone Company pole, Electric Company to remove contacts.
- _r = Existing Telephone Company pole, Electric Company to rent.
- _c = Existing Telephone Company pole, Electric Company to contact for clearance purposes only.
- _{cc} = Existing Telephone Company pole, Electric Company now contacting for clearance purposes only.
- _g = Existing Telephone Company pole, Electric Company to contact for guying purposes only.
- = Proposed Telephone Company pole, Electric Company to have no attachments.
- _r = Proposed Telephone Company pole, Electric Company to rent.
- _c = Proposed Telephone Company pole, Electric Company to contact for clearance purposes only.
- _g = Proposed Telephone Company pole, Electric Company to contact for guying purposes only.
- E.H.C.O. = Indicates that the extra height or class is required by the Owner.
- E.H.C.L. = Indicates that the extra height or class is required by the Licensee.
- § E.H.C.B. = Indicates that the extra height or class is required by both.

LENGTH IN FEET	C L A S S									
	1	2	3	4	5	6	7	8	9	10
16					10.00	9.00	8.00	8.00	7.00	7.00
18				13.00	11.00	10.00	9.00	9.00	8.00	8.00
20			17.00	15.00	13.00	11.00	10.50	10.00	9.50	9.00
25	27.00	24.00	21.00	18.00	15.00	12.00	11.50	11.00	10.50	10.00
30	28.00	27.00	26.00	25.00	20.50	18.00	16.00	15.00	14.00	
35	38.00	35.00	34.00	32.50	28.00	25.00	23.00	20.00		
40	54.00	50.00	46.00	42.00	38.00	32.00	30.00			
45	70.00	65.00	60.00	54.00	46.00	40.00				
50	90.00	85.00	80.00	76.00	69.00					
55	95.00	90.00	85.00	80.00	75.00					
60	102.00	98.00	93.00	88.00						
65	116.00	110.00	104.00	98.00						
70	130.00	122.00	115.00							
75	145.00	135.00	125.00							
EXHIBIT "D"										
PRICES FOR POLES IN PLACE										

Note:  apply to Western Red or Northern White Cedar and Yellow Pine Poles.

(10-43)

LENGTH IN FEET	C L A S S									
	1	2	3	4	5	6	7	8	9	10
16					2.95	2.75	2.40	2.35	2.30	1.80
18				4.30	3.80	3.10	2.70	2.60	2.50	2.05
20			5.75	4.75	4.15	3.65	3.45	3.20	2.95	2.35
25	10.50	8.90	8.00	6.80	5.80	5.00	4.30	4.15	4.00	3.05
30	14.90	13.50	12.15	11.30	9.75	8.75	7.75	6.90	6.00	
35	19.05	17.10	15.50	14.25	13.20	10.80	9.75	8.30		
40	23.80	20.35	17.30	15.70	14.50	13.20	11.85			
45	27.00	24.00	20.85	18.40	16.70	16.10				
50	29.00	28.60	24.00	22.20	19.00					
55	35.20	31.90	28.10	25.00	21.85					
60	42.85	35.90	31.90	28.60						
65	49.85	40.90	36.10	35.30						
70	63.15	51.75	44.20							
75	78.00	68.65	58.90							

EXHIBIT "E"

PRICES FOR POLES IN STOCK TO BE USED FOR CALCULATING SALVAGE

Note: Prices apply to Western Red or Northern White Cedar and Yellow Pine Poles.

(10-43)

EXHIBIT "F"

RECIPROCAL FLAT RATE PRICES

Size of Poles	20' or less	25'	30'	35'	40'	45'	50'	55'
Removing Poles - Pull Out	\$ 4.00	\$ 5.00	\$7.00	\$10.00	\$11.00	\$14.00	\$17.00	\$20.00
Removing Poles - Cut Off	2.00	2.00	4.00	5.00	5.00	7.00	8.00	9.00
Moving Poles	6.00	8.00	9.00	11.00	15.00	18.00	23.00	30.00
Moving Poles (Pull and Reset)	10.00	14.00	15.00	20.00	25.00	31.00	40.00	50.00
Straightening Poles	2.00	3.00	4.00	5.00	6.00	8.00	9.00	10.00

Where rockdigging, breaking and replacing sidewalk or paving is necessary, billing is to be set up on an actual cost basis.

Where a self-sustaining pole is to be placed, billing for concreting or planking is to be set up on an actual cost basis.

Patent Anchors: In place, including Labor and Materials (not including guys):

2M - 1/2" x 7' Rod - - - - -	\$ 5.00
6M - 5/8" x 8' Rod - - - - -	6.00
10M - 3/4" x 9' Double Eye Rod - - -	9.00
16M - 1" x 10' Double Eye Rod - - -	11.00
16M - 1-1/4" x 10' Double Eye Rod - -	15.00

Log Anchors: In place, including Labor and Materials (not including guys):

6M - 5/8" x 8' Rod - - - - -	14.00
10M - 3/4" x 9' Rod - - - - -	17.00
16M - 1" x 10' Rod - - - - -	20.00

Anchor Guys: In Place, including Labor & Materials:

2M - 1/4" Strand - - - - -	3.00
6M - 3/8" Strand - - - - -	4.00
10M - 3/8" Strand - - - - -	6.50
16M - 3/8" Strand - - - - -	7.00

Overhead Guys: In place, including Labor and Materials:

2M - 1/4" Strand - - - - -	4.00
6M - 3/8" Strand - - - - -	7.00
10M - 3/8" Strand - - - - -	9.00

Hub or Box Guards: In place, including Labor and Materials, all sizes - - - - - \$3.00

EXHIBIT "F"

TRANSFERRING OR REARRANGING TELEPHONE COMPANY'S EQUIPMENT

Six-pin Crossarm (without wires)-	\$ 2.20
Ten-pin Crossarm (without wires)-	2.20
Alley Arm (without wires)-	2.20
Guard Arm (without wires)-	2.20
Cable Extension Arm (without cables)-	2.20
Iron Pole Bracket (without wires) -	.60
Drops (each), including rearrangement in terminal -	1.70
Twisted Pair (per contact)-	.30
Open Wire (per contact)-	.30
Cable (line attachment) all sizes -	1.20
Cable (dead end)	
202 pair, 24 gauge, or less (cable on 6M strand or less) -	8.80
More than 202 pair, 24 gauge (cable on 10M strand or larger) -	11.40
Cable terminals (no splicing)	
10 to 26 pair- -	1.20
Protected, up to 50 pairs- -	2.20
Type "B", up to 50 pairs -	2.20
Cable Pole Seats- -	8.80
Cable Balconies - -	8.80
Guys (all sizes)- -	8.80
Transferring underground cable (including vertical conduit and riser pipes) -	Actual
	Cost
	Basis

TRANSFERRING OR REARRANGING ELECTRIC COMPANY'S EQUIPMENT

Primary Crossarm- - - - -	2.00
Primary Alley Arm - - - - -	3.25
Secondary Crossarm- - - - -	2.00
Secondary Alley Arm - - - - -	3.25
Secondary Rack - - - - -	1.25
Electric Company Telephone Crossarm -	1.50
Service Rack - - - - -	1.25
Service Buck Arm (includes both arms) -	3.25
Primary Conductors, per contact - - -	.50
Street Light Conductors, per contact- -	.30
Secondary Conductors, per contact - - -	.25
Service Drops - - - - -	1.50
Bell Dead Ends (each) - - - - -	1.00
Guys (all sizes)- - - - -	8.80
Ground Wire and Moulding - - - - -	3.00
Rewiring Street Light Equipment - - - -	20.00
Transformer (1 to 7½ KVA inc.) - - - - -	13.00
Transformer (10 to 25 KVA inc.) - - - - -	22.00
Transformer (37½ to 75 KVA inc.)- - - - -	50.00
Transformer Bank on Crossarms or Platforms -	Actual
	Cost
	Basis

EXHIBIT "G"

Permit Number

7

There is hereby granted to ILLINOIS BELL TELEPHONE COMPANY and

their successors and assigns, the right to construct, reconstruct, operate and maintain their

The right hereby granted shall apply to the property and premises located
at No. _____, _____, _____
(Street) (Town) (State)

As a consideration of this grant, said Companies hereby agree that upon thirty (30) days' written notice, they will make such changes and alterations in their properties located and maintained, as above set out, as may be necessary at the time, to avoid interference with any improvements or buildings in the course of erection on said premises; and will indemnify and save harmless the owners of said property from any and all damages to said property by reason of any negligence in the construction and maintenance of said Company's equipment on said property.

Witness _____

(Property Owner) (Seal)

(Post Office Address)

EXHIBIT "H"

Permit Number

10

There is hereby granted to _____ and
ILLINOIS BELL TELEPHONE COMPANY their successors and assigns, the right to construct,
reconstruct, operate and maintain their

The right hereby granted shall apply to the property and premises located
at No. _____, _____, _____.
(Street) (Town) (State)

As a consideration of this grant, said Companies hereby agree that upon thirty (30) days' written notice, they will make such changes and alterations in their properties located and maintained, as above set out, as may be necessary at the time, to avoid interference with any improvements or buildings in the course of erection on said premises; and will indemnify and save harmless the owners of said property from any and all damages to said property by reason of any negligence in the construction and maintenance of said Company's equipment on said property.

Witness _____

(Property Owner) (Seal)

(Post Office Address)